

## **Magoon, Molly**

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**From:** Marc Pinard <mpinard@bradysullivan.com>  
**Sent:** Wednesday, August 05, 2015 5:09 PM  
**To:** Magoon, Molly  
**Subject:** Brady Sullivan Information Request - 195 McGregor Main Building 1 of 3  
**Attachments:** 3129\_001.pdf

Molly, the attached agreements relate to the main building. 2 more to follow.

Marc A. Pinard, Esq.  
General Counsel  
Brady Sullivan Properties, LLC  
670 N. Commercial Street  
Manchester, NH. 03110  
Direct Line: 603 657-9715  
Cellular: 603 231-1289  
Fax: 603 622-7342

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**From:** jeffersonmillscanner@gmail.com [mailto:jeffersonmillscanner@gmail.com]  
**Sent:** Wednesday, August 05, 2015 4:04 PM  
**To:** Marc Pinard <mpinard@bradysullivan.com>  
**Subject:** [1/3]Attached Image

CONTRACT

PO # 5611039  
Wolcott, Inc. (signature)  
(signature)

AGREEMENT made this 26th day of April, 2013, by and between Brady Sullivan 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Universal Decor&Installations INC. (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibit A-1, shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project build-out.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole

responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

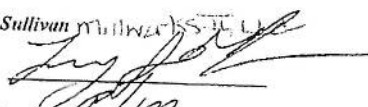
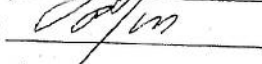
8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

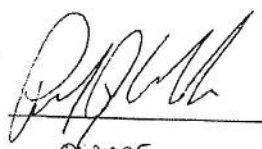
10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan  
By:   
Title: 

Universal Decor

By:   
Title: owner



SCOPE OF WORK UNIVERSAL DÉCOR&INSTALATIONS INC=06200

**Description:**

**Construction of access stairs for 1st floor to 2nd to include:**

Cut and remove approx. 4x12" section of existing heavy timber framing and flooring.

Support cut timbers w/ 8x8 lateral support.

Support lateral support w/ 8x8 vertical timbers.

Construct 2 sets of stairs.

4 stringers per set made out of 2x12 w/ 2x4 strong backs

One set to be secured to concrete landing.

Second set secured to existing timbers.

If landing is at wrong height and needs to be rebuilt add \$283 to proposal

All stringers / wood in contact with concrete to be PT.

Risers to be 1/2"

OSB.

Treads to be 3/4" OSB w/ routed front edge ready for carpet.

All plywood to be secured w/ adhesive and ring nails.

Cleaning of affected area and disposal of waste to BSP dumpster.

UNIVERSAL DÉCOR WILL FURNISH LABOR, MATERIALS AND FOLLOW JOB SCHEDULE IN ACCORDANCE  
WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF \$1800.00



# Universal Décor & Installations INC.

Designing, Decorating and Remodeling since 1947

10 Riddle Dr.  
Bedford NH 03110  
603 845-8508

## Proposal

# 9

Name Brady Sullivan Properties  
Street 670 N Commercial St.  
City Manchester NH 03101  
Phone 603 622-6223  
Fax 603 622 7342

Date 4/24/2013  
Job Name Access stairs  
Location 1st Floor Mill West  
Contact Larry / John

### Description:

#### Construction of access stairs for 1st floor to 2nd to include:

Cut and remove approx. 4x12" section of existing heavy timber framing and flooring.  
Support cut timbers w/ 8x8 lateral support.  
Support lateral support w/ 8x8 vertical timbers.  
Construct 2 sets of stairs.  
4 stringers per set made out of 2x12 w/ 2x4 strong backs  
One set to be secured to concrete landing.  
Second set secured to existing timbers.  
If landing is at wrong height and needs to be rebuilt add \$283 to proposal  
All stringers / wood in contact with concrete to be PT.  
Risers to be 1/2" OSB.  
Treads to be 3/4" OSB w/ routed front edge ready for carpet.  
All plywood to be secured w/ adhesive and ring nails.  
Cleaning of affected area and disposal of waste to BSP dumpster.

We hereby propose to furnish labor and materials and complete in accordance with the above specifications for the sum of:

Total \$ ~~2,600.00~~  
\$ 1,800.

### Payment Terms and conditions

A Minimum deposit of 50% for the entire job is due upon signing this proposal.  
The remaining balance is due upon completion unless specified below.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 10 days and it is void thereafter at the option of Universal Decor. A 3% charge will be added to all payments made with a credit card.

### Acceptance of proposal

By signing this agreement you fully acknowledge and understand our payment terms / conditions. You have a full understanding of the materials you have purchased and the time schedule in which your product will be shipped and the installation process will begin. There is no returns on special order products and replacements will be made on a case by case basis, with the exception of materials coming in damaged.

Thank You

Richard Galipeault

## CONTRACT

Millwest  
Location: 195 McGregor Street, Manchester  
PO#: 5671049  
Amount: \$15,800.00  
Date: 8/7/2013

**AGREEMENT** made this 1st day of August 2013, by and between Brady Sullivan Millworks II, LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and New Hampshire Demolition, (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
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5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall



comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

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10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

*Brady Sullivan Millworks II, LLC*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*New Hampshire Demolition*

By: 

Title: Jay Nixon - President



1

**Exhibit A-1**

*Brady Sullivan Millworks II, LLC*

Location: Manchester, NH

PO# 5611049

Date: 8/1/2013

00500 Agreement -- Site Preparation Scope

An agreement has been made between *Brady Sullivan Millworks II, LLC* and *New Hampshire Demolition*, inclusive of the site preparation scope projected at *195 McGregor Street, Manchester, NH* for the residential fit-up. The approved compensation for the outlined scope of work below shall not exceed Fifteen thousand eight hundred dollars (\$15,800).

00700 General Requirements

Invoicing, be it partial or final shall be submitted to the Company in CSI format as structured below in this exhibit. Each division and sub-division category shall be reviewed and documented by the contractor/site foreman to denote the percentage of line item completion, along with the dollar value associated. As such your invoices will contain the division, sub-division, percentage of completion, and value associated with percentage complete. Once obtained, the Company's project manager will schedule to review the percentage of completed work and report back to the contractor in a timely manner. All invoices shall reference the awarded PO number as indicated at the top of this document for account tracking purposes.

All the Contractor's employees must sign their own name on a daily supplied sign in sheet to be provided to the GC by 9am each day.

Contractor shall comply with all State, Local, and Federal codes.

Contractor shall hold current New Hampshire Contractor's License.

Contractor shall supply all necessary equipment and materials to conduct their job.

The contractor shall maintain a safe working environment while working on-site to meet OSHA requirements. The job site is considered a hard hat area, the contractor's employees and third party contractors must wear hard hat protection at all times while on-site.

No smoking or music is allowed on the job site. Food and beverages are allowed in designated areas only.

Contractor shall provide final broom swept floor of all work areas daily.

The contractor must carry at least \$1,000,000.00 general liability insurance, workers compensation, and comprehensive automobile insurance and must submit a copy to the GC.

All dumpsters for the work are to be provided by the Company.

00800 Supplementary Conditions

Contractor shall be responsible for all associated costs in obtaining an engineer to design and stamp drawings for permitting, including fire alarm plans to meet the high rise requirements and Fire Department and Building Department approval/permitting. In

addition all state (ADA) and local fees or reviews as required by the city, shall be of sole expense and coordination of the contractor. All applicable work areas are to be left neat and clean, and all materials are to be disposed of in a safe and legal manner.

Division 2 - Site Construction \_\_\_\_\_ \$ 15,800.00

02200 Site Preparation


Complete demolition of two (2) structures (Out-Crop Buildings). Remove concrete slab and foundation. Price includes removal of all debris to an approved landfill or recycling facility. All salvage from structure is the property of New Hampshire Demolition. Price is based on salvage unless otherwise noted. GC to cut and cap utilities. GC will notify utility companies before starting work and comply with their requirements. GC will obtain required permits from authorities. Keep work sprinkled with water to minimize dust. GC/Owner to provide water.

Abatement and disposal of asbestos Transite siding and associated T-1-11 Board from exterior of building and Transite panels over awning. Wood will be removed, cleaned of asbestos and shall be disposed of.

See attached Proposal dated July 2, 1013 for Exclusions.

\_\_\_\_\_  
Brady Sullivan Millworks II, LLC

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
New Hampshire Demolition  
11/21/13  
\_\_\_\_\_  
Date

## CONTRACT

Millwest

Location: 195 McGregor Street, Manchester

PO#: 5611110

Amount: \$182,265.00

Date: 10/23/2013

**AGREEMENT** made this 23rd day of October 2013, by and between Brady Sullivan Millworks, LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Eco Stoneworks, (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 10% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall



comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

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EXECUTED by

Brady Sullivan Millworks, LLC

By:

Title:

Eco Stoneworks

By:

Title:

**Exhibit A:**

**Millwest Scope of Work:**

Granite counters

- Install counters per plan
- Provide Schedule of completion
- Protect flooring and walls
- Seal all backsplashes
- Remove all debris
- Performance clause signed
- Provide Insurance binder

**BRADY SULLIVAN PROPERTIES**  
**MINIMUM INSURANCE REQUIREMENTS FOR SUBCONTRACTORS**

Brady Sullivan Properties requires that all subcontractors submit a Certificate of Liability Insurance to our office prior to beginning any work at any project.

Note: A sample insurance certificate has been attached to this memorandum for your insurance agent. Please remember to include the project name and address where indicated. The insurance certificate must have the same coverage amounts, format and wording as in the supplied sample, or it will NOT be accepted.

**COVERAGE & LIMITS REQUIRED:**

**1. Workers Compensation and Employer's Liability Insurance**

\$500,000	Each Accident
\$500,000	Disease-policy limit
\$500,000	Disease-each employee

NOTE: Policy must include a Waiver of Subrogation in favor of Brady Sullivan Properties.

**2. Commercial General Liability Insurance**

Occurrence Policy Form, Include full Contractual Liability, Per Project Aggregate required.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence, Combined Single Limit
\$1,000,000	Personal & Advertising Injury
\$50,000	Fire Damage
\$5,000	Medical Payments

NOTE: Brady Sullivan Properties and all related Brady Sullivan entities, MUST be named as additional insured and a copy of the endorsement should be attached to the certificate. Policy must include a Waiver of Subrogation in favor of Brady Sullivan Properties.

**3. Commercial Automobile Liability**

Policy must provide coverage for all motor vehicles including owned, hired, borrowed and no-owned vehicles.

\$1,000,000	Combined Single Limit-Bodily Injury & Property Damage
-------------	---

NOTE: Brady Sullivan Properties and all related Brady Sullivan entities, MUST be named as additional insured and a copy of the endorsement should be attached to the certificate. Policy must include a Waiver of Subrogation in favor of Brady Sullivan Properties.



PD# 5611010

## CONTRACT

**AGREEMENT** made this 10<sup>th</sup> day of January, 2013 by and between Brady Sullivan Millworks, LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Trident Environmental Group 62 LaCombe Street Marlborough, MA 01752 (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibits A & B" attached hereto and, the *Sub-Slab Coordination Plan* (Sheet A1-0) dated 11/16/12, all made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it has reviewed and fully understands the Contract Documents and, has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibits A & B shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project as identified in Exhibit B and shall begin no later than Two (2) Weeks subsequent to the issuance by the Company to the Contractor, of a Notice to Proceed. Completion of Work shall be done within Forty (45) Calendar Days of Commencement, **time being of the essence**. Failure on the Contractor's part to complete the Work within this time frame shall constitute a penalty of Five Hundred Dollars (\$500) per day.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make full payment within Thirty-Days (30) of completion.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.

7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole Responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.
8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees, for a lifetime, the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.
9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.
10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.
11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan Millworks, LLC

By: Brady Sullivan

Title: member

Trident Environmental Group, LLC

By: William W. Sullivan

Title: MEMBER



## Exhibit A

Mill West Apartments

Location: 195 McGregor Street, Manchester, NH.

PO#: 5611010

Date: January 10, 2013

### Agreement


An Agreement has been made between Brady Sullivan Millworks, LLC and Trident Environmental Group, inclusive of the project scope as outlined in the Response Action Plan prepared by TRC Environmental Corporation dated April 4, 2012 (the "RAP") and, Exhibits A & B (both herein attached as an integral part of the Agreement). Work to be performed at Mill West Apartments 195 McGregor Street Manchester, NH. The approved compensation for the outlined scope of work below shall not exceed **Two Hundred and Fifty Five Thousand Dollars (\$255,000)**.

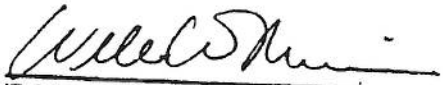
### General Requirements

- Invoicing, be it partial or final shall be submitted to the Company in CSI format as structured below in this exhibit. All invoices shall reference the awarded PO number as indicated at the top of this document for account tracking purposes.
- All the Contractor's employees must sign their own name on a daily supplied sign in sheet to be provided to the GC by 9 AM each day.
- Contractor shall comply with all State, Local, and Federal codes.
- Contractor shall hold current New Hampshire Contractor's License (if required).
- Contractor shall supply all necessary equipment and materials to conduct their job.
- The contractor shall maintain a safe working environment while working on-site to meet OSHA requirements. The job site is considered a hard hat area, the contractor's employees and third party contractors must wear hard hat and respirator protection at all times while on-site. **The Contractor must also comply with any and all OSHA Regulations to include 1910-120, as the site is listed as being Environmentally Contaminated.**
- No smoking or music is allowed on the job site. Food and beverages are allowed in designated areas only.
- The contractor must carry at least \$1,000,000.00 general liability insurance, workers compensation, and comprehensive automobile insurance and must submit a copy to the GC.
- All dumpsters for the work are to be provided by the Company. Contractor agrees that no hazardous materials or debris of any kind shall be dispensed of in any dumpster provided by the Company.

### Supplementary Conditions

- Contractor shall be responsible for all associated costs in obtaining Building Department approval/permitting (if applicable). All applicable work areas are to be left neat and clean, and all materials are to be disposed of in a safe and legal manner.

  
Brady Sullivan Millworks, LLC  
Date: January 10, 2013

  
Trident Environmental Group  
Date: January 10, 2013



# EXHIBIT B

Tasks and budgets

## Quotation for Liquid Boot Plus Vapor Barrier

**Project Location:** Mill West, Manchester, Massachusetts

The following price quotation is for the supply and installation of Liquid Boot spray applied vapor barrier as per our discussions and site visit. Please note that pricing is subject to change based on design changes.

ITEM	DESCRIPTION OF WORK	TOTAL AMOUNT
1	2.5" of stone installed as a venting layer prior to vapor barrier installation. <u>Includes 1 inch schedule 80 PVC monitoring points. NOTE: 2" cast iron access covers are to be installed by your mason during concrete pour.</u>	\$25,850.00
2	Liquid Boot Plus will be applied on VI-2.1 base fabric to a minimum of 60 dry mils thickness and covered with a G-1000 protection course geotextile fabric.	\$176,000.00
3	Geovent installation	\$10,700.00
4	Plumbing to roof line. Roofing penetrations sealed by others (the building owners roofing contractor of choice). We will install 4" schedule 40 PVC exhaust piping to the roof and 4" schedule 40 PVC air intake. Final location of air intake termination to be determined prior to our mobilization.	\$8,000.00
5	Attach Liquid Boot to the top of the steel plate on the steel columns. *see warranty discussions	No charge
6	Apply Liquid Boot to the top of the brick columns within the crawl space up to 6' in height * see warranty discussions.	\$10,500.00
7	Apply Liquid Boot within the new elevator pit. Also apply Liquid Boot within the old freight elevator area and small bump out room on the north east side of the building.	No Charge
8	Apply Liquid Boot to an average of 6' in height to the outside walls. T-40 base fabric used as needed and P-100 protection materials will be used. Wall preparation by others prior to mobilization. * see warranty discussions.  STAGING AREA DURING INSTALLATION NEEDS TO BE 45 DEGREES F. IF NEEDED, TEMPORARY HEATERS PROVIDED BY OTHERS.	\$23,950.00
	Total Project Budget	\$255,000.00

Prices are based upon TRIDENT Environmental Group, LLC receiving all work and provided the following conditions are met:

**Part 1 CLARIFICATION**

- (A) TRIDENT Environmental Group, LLC rates are based upon providing Non-Union, Non - Prevailing Wage technicians.
- (B) Conformance evaluation by the engineer must be completed the same day as the installation in order not to delay the schedule. Price does not include any third party witnessing or testing.
- (C) The price quotation is based upon a single order for all materials and one (1) mobilization(s) for the installation of the Liquid Boot membrane for this project.
- (D) TRIDENT Environmental Group, LLC is an approved and qualified Smoke testing firm as specified by LBI and has included the cost of Smoke testing the membrane in our price. Any and all repair costs after the membrane has been signed off are the responsibility of others and will be charged as an extra to the contract of ~~\$4,000.00~~ per visit. *amount to be spread upon* con
- (E) Quotation is based upon spraying the Liquid Boot membrane on VI 20, T-40 and protected with Ultra Shield G-1000 and P-100 as specified per the Remedial Action Plan designed by TRC Environmental dated 4-4-12 (The "RAP").

**Part 2 SCOPE OF WORK (TRIDENT Environmental Group, LLC)**



- (A) Furnish Technicians (non-union/non-prevailing wage rate) and equipment to install the Liquid Boot membrane as per the RAP and Liquid Boot PLUS specification. All above materials are to be installed on subgrade surfaces which have been prepared by the General Contractor/Owner in accordance with the project drawings and Liquid Boot specification.
- (B) Furnish all quality control submittals and test results as per Liquid Boot specifications, including smoke testing of the Liquid Boot membrane. This does not include any independent conformance or destructive testing.
- (C) Disposal of all empty Liquid Boot containers and non hazardous wastes.
- (D) Venting layer of 2.5" of stone installed.
- (E) Geovent
- (F) Plumbing of Geovent to the roof line, Roof penetrations are NOT included in our proposal.

**Part 3 ITEMS TO BE SUPPLIED BY GENERAL CONTRACTOR/OWNER**

- (A) Sandblasting and/or removal of painted surfaces to receive the Liquid Boot materials, including walls.
- (B) Demolition of concrete ramps, stairways, old heating ducts (recommended). *NOTE: If the old heating ducts are to remain, it will be impossible to install a continuous vapor barrier in the space.*
- (C) The elevator sump pump discharge hose needs to be addressed prior to the installation of Liquid Boot.
- (D) Cold joints are NOT part of this proposal and shall be addressed by the GC/owner prior to our mobilization or for additional costs presented upon final design.
- (E) Roofing penetrations to be provided by the owner's roofing contractor.

- (F) Preparation of all subgrade surfaces as per the contract drawings and Liquid Boot specifications. We require that the subgrade have a smooth compacted surface with no stones greater than 1/2" diameter. Also, that all other materials penetrating the subgrade are removed. The subgrade is to provide a firm unyielding foundation sufficient to permit the movement of vehicles and spray equipment over the subgrade without causing rutting or other deleterious effects.
- (G) Preparation of all concrete surfaces as per the RAP and Liquid Boot specifications including all PVC piping that is installed in the grade beams, footings. In areas where the spray liner system will be installed directly to the concrete, the concrete must have a smooth surface free of debris, cleaned of dust and dirt with all holes greater than 1/4" wide or deep and pock marks filled. We require that the prepared concrete surface has a smooth finish with all rough surfaces grinded.
- (H) Placement of all covering materials as required by the project drawings and specifications. The General Contractor/Owner must use all necessary caution when placing cover materials to avoid damaging geosynthetic materials.
- (I) Continuous and thorough removal of all snow, ice or standing water from the areas to be lined for the duration of the installation.
- (J) Provide suitable storage area for the geosynthetic materials to allow for an efficient installation material must not be allowed to freeze. (i.e. above 45 degrees F)

#### Part 4 SCHEDULE

- (A) The above scope of work will require approximately one (1) month to install the complete system (venting layer, geocent, Liquid Boot Plus, Plumbing to the roof line, and HDPE in the crawl space.
- (B) Time required for installation as per (A - D) is based upon the following:
  - One shifts operation on any day
  - Work to be performed Monday to Friday (Should Saturday or Sunday work be required the extra overtime hours will be charged as an extra to the contract)
  - There being no delays caused by labor disputes, weather, inadequate subgrade preparation or any other condition beyond TRIDENT Environmental Group, LLC control
- (C) This quotation is based upon TRIDENT Environmental Group, LLC receiving the entire area of approved subgrade for installation upon TRIDENT Environmental Group, LLC's arrival to the site
- (D) Costs incurred by TRIDENT Environmental Group, LLC due to incomplete subgrade preparation, incomplete structures, standing time caused by the Owner, General Contractor or any other reason beyond TRIDENT Environmental Group, LLC control (except weather) will be paid by the General Contractor/Owner at ~~\$2,500.00~~ per day. *to be agreed upon* 
- (E) The pricing included is based upon a January/February 2013 installation. Temporary heating if required will be provided by others or at additional costs. 
- (F) Adverse weather conditions which may prevent TRIDENT Environmental Group, LLC from proceeding with the installation are as follows:
  - Falling rain, snow or precipitation, including heavy fog or excess humidity
  - Winds in excess of ten (10) mph
  - Temperatures below 45F
  - Any water or moisture flowing into the work area



- (G) Pricing is based upon One (1) mobilizations. Should the General Contractor/Owner require another mobilization the cost will be ~~\$4,000.00~~ to be agreed upon *sw (LW)*
- (H) Should the General Contractor/Owner require a site visit from the manufacturer the cost will be ~~\$3,000.00~~ to be agreed upon

**Part 5 PRICING**

- (A) This quotation shall remain open for acceptance for thirty (30) days beyond quotation date.

**Part 6 WARRANTIES**

- (A) Manufacturers warranty will be twenty (20) year as per Section 1.08
- (B) Installers warranty will be five (5) years as per Section 1.08
- (C) Application of Liquid Boot to the walls and columns will require a design and application specification by a Licensed Professional Engineer in the State of NH in order to issue warranty. Application of Liquid Boot on the walls will be done upon completion of "AmeriDry Basement" wall preparation by others. We will tack coat T-40 onto the walls and then apply Liquid Boot membrane protected with P-150 materials. Final design requires sign off by your engineer.

**Part 7 CHANGES IN PLANS AND/OR SPECIFICATIONS**

- (A) TRIDENT Environmental Group, LLC has based the pricing on quantities obtained from the RAP. If revisions or deviations from the referenced documents result in a change in the areas to be lined, TRIDENT Environmental Group, LLC reserves the right to modify the pricing accordingly.
- (B) TRIDENT Environmental Group, LLC has based the pricing on the degree of difficulty shown on the RAP. If revisions or deviations from the referenced documents result in an increase in the degree of difficulty, TRIDENT Environmental Group, LLC reserves the right to modify the price accordingly.

**Part 8 TERMS OF PAYMENT**

- (A) Payment of invoices are due net 30 days from date of invoice.

**AUTHORIZATION TO PROCEED**

**TRIDENT Project Number 122692 (Revised 1/11/13)**

The proposal may be accepted by signing in the appropriate spaces below and returning one copy to us. The signed proposal must be received prior to commencement. Pricing herein is effective for a period of sixty (60) days from the date of proposal. This proposal for services is hereby accepted and executed by a duly authorized signatory, which by execution hereof warrants that he/she has full authority to and for, in the name and on behalf of the client. There will be a 1-1/2 % interest fee per each month on balance due. If it becomes necessary to turn an account over to a collection agency, the cost of collection including reasonable attorney fees will be added to the amount due. Should this proposal be accepted, the contract is payable as follows:

Net 30

Authorized Signatory (#122692)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Continued - General Contract Notes next page  
GENERAL CONTRACT NOTES

- Any alterations from the RAP and/or this proposal will be priced additionally and agreed upon in writing prior to the commencement of altered services.
- To the extent that the waste does not conform (i.e. PCBs, highly halogenated), client shall indemnify and hold contractor harmless from all liability and damages arising there from. Furthermore, contractor shall be released from all of its obligations under this agreement.
- Any alterations from the specifications within this proposal, which involve extra costs including but not limited to change in waste profile, frost, ledge, high water table, disposal of additional product, removal/disposal of unanticipated contaminated groundwater and/or soil or delays beyond our control will be performed only upon the written approval of client.
- If during excavation activities, the Contractor suspects potential damage to the structural or sub-structural integrity of the property, we will sub-contract the professional advice of a structural engineer at cost plus 15%.
- Contractor will erect a safety barrier surrounding the work area as appropriate. These barriers shall remain until project is completed. If fencing is required on the project, it will be provided at additional costing.
- Contractor will not be held liable for any damages to water, electrical, sewer, gas, telephone or other underground lines/utilities not brought to the attention of the contractor in writing prior to the start of work.
- Contractor is not responsible for any final preparations which may result from this project (i.e. asphalt work, structural work, grass seed and loam) not specified or agreed upon in advance.

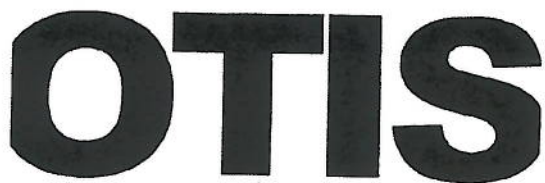
Thank you for the opportunity to work with you on this project. If you have any questions or require further information please contact me personally at 508-229-3545 x 102.

Sincerely,

TRIDENT Environmental Group, LLC



William Nineve



DATE: September 11, 2013

**TO:**

Larry St. Pierre  
BRADY SULLIVAN PROPERTIES  
670 N. Commercial St.  
Manchester, NH 03101

**FROM:**

Otis Elevator Company  
35 Bradley Drive  
Westbrook, ME 04092

**PROJECT LOCATION:**

MILLWORKS @MILLWEST  
195 McGregor St.  
Manchester, NH 03102

**REFERENCE NUMBER: 864793**

Thank you for allowing us the opportunity to do business with your company. We have received your Purchase Order #5611041 dated 6/12/13 for the above mentioned project. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is also understood that our proposal no.: CMD0071612-E dated July 15, 2013 is made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work, and that the terms included herein will be deemed accepted by you upon our commencement of the Work.

**PAYMENT TERMS**

- a) Monthly progress payments shall include the value of the work performed and materials stored on or off site; a prepayment of 30% is required at the execution of the contract to cover costs of approvals, engineering, material procurement, shop drawings, etc.;
- b) Final payment shall be due thirty (30) days after final acceptance of the elevator installation; and
- c) We must be paid 90 % of the final contract price before turnover of the elevator equipment.
- d) Payments to us shall be contingent on Owner payments to you only to the extent of moneys withheld by the Owner for some deficiency on our part.
- e) Any payment not made when due shall be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum permitted by law, whichever is less, plus reasonable attorney's fees and collection costs.
- f) We agree to provide lien waivers on Otis Standard Forms with respect to work or material for which we have been paid for in full.

**CHANGE ORDERS**

It is understood that the work is to be performed for a fixed price, at the amount indicated in the Agreement. This amount shall only be adjusted by properly approved change orders indicating related modifications to the scope of work and/or to the terms and conditions. Any and all proposed change orders must be sent to Otis for approval prior to handover of the equipment.

**PROJECT DELAYS**

Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

OTIS ACKNOWLEDGEMENT LETTER



Contractor will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

Our ability to maintain scheduled job progress is conditioned upon us being allowed additional time for delays beyond our control as well as the timely furnishing to us of completed and code compliant hoistway(s) (wellways) and machine rooms, necessary approvals and power of proper characteristics, all for our uninterrupted use.

### **WARRANTY**

Our acceptance is conditioned on the understanding that our warranty only covers defective material and workmanship, that the guarantee period shall not extend longer than one (1) year from the date of completion of each elevator, (or the work); and that it excludes ordinary wear and tear or improper use, vandalism, abuse, misuse or neglect by others. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **INDEMNITY**

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

### **INSURANCE**

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise, waive subrogation and/or add others as additional insured. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract.

If the project is covered by an Owner/Contractor Controlled Insurance Program (OCIP/CCIP), Otis agrees to participate provided it is at no cost to Otis and subject to its review and acceptance of the proposed program. Any obligation of Otis to name others as Additional Insured shall be for off-site operations only.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

### **SOFTWARE**

All software supplied with your elevator is licensed to you or your successors but only for use with, and for the operation of this elevator. Use of such software for any other purpose is prohibited. We will supply an owner's manual with instructions on how to operate and maintain this elevator. Otis will not supply any additional information such as internal Otis manuals, manufacturing drawings or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

### **TERMINATION**

In the event our Agreement is terminated through no fault of ours, we shall be paid for all material furnished, or manufactured, and labor performed up to the date of termination, including a reasonable margin.

This Agreement may be terminated for default provided that we are first allowed a reasonable time, upon receipt of written notice, to commence and continue to cure a deficiency.

### **OCCUPATIONAL HEALTH & SAFETY**

We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Otis agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Otis because of your acts or omissions or anyone employed by you shall be borne by you.

### **RESTRICTED PARTIES LAWS**

In the event the transactions contemplated hereunder are restricted by U.S. Government or other applicable laws and regulations, including but not limited to those designating certain parties as "denied", "restricted" or similarly ineligible to do business with U.S. entities, this agreement will be deemed void and Customer shall pay Otis all sums owed for the goods and services that may have been provided up to such time according to the rates contained in this agreement.

### **OTHER**

You are responsible for complying with all regulations, including but not limited to those related to seismic activity and floodplains, regarding the geologic conditions of the site where the equipment will be installed.

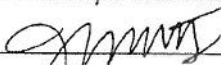
### **SCOPE OF WORK CLARIFICATIONS**

#### **PAYMENT REQUIREMENTS - We require the following:**

1. 30% payment MUST be paid in full before elevator material is ordered from the factory to cover Engineering, Approvals and material procurement.
  2. Retainage shall not exceed 10%.
  3. Material requisition MUST be paid in full prior to working the project, and
  4. 90% of contract MUST be paid in full prior to inspection scheduling.
- Others are to provide a means of trash disposal either a dump or location on the construction site that our packaging debris may be disposed of at no additional cost to Otis Elevator Company.
  - Please be advised that all open change orders must be signed and returned to Otis Elevator before we will turn the car over.

#### **OTIS ELEVATOR COMPANY**

Date: 9/12/13

Signed: 

Print Name: John Meyer

Title: Branch Manager





Bill To:  
 670 N. Commercial St.  
 Manchester, NH 03101  
 Phone: 603-622-6223  
 Fax: 603-622-7342  
 www.brady-sullivan.com

**Ship To:**

Mill West  
 Manchester, NH 03101

**PURCHASE ORDER**

P.O. Number:	5611041
Vendor:	OTIS ELEV
Date:	6/12/2013
Prop./Loc Num:	1760-00
Prop./Loc Desc:	Mill West
Job:	175001-0561
G/L Account:	1410
Terms:	Net 30

Line	Qty.	Cost Code/Description	Category	Unit Cost	\$ Amount	Approval
1	1.00	14200 Elevators AWARDED	SC - Subcontract	\$138,640.00	\$138,640.00	
2						
3					\$0.00	
4				\$0.00	\$0.00	
5				\$0.00	\$0.00	
6				\$0.00	\$0.00	
7				\$0.00	\$0.00	
8				\$0.00	\$0.00	
9				\$0.00	\$0.00	
10				\$0.00	\$0.00	
11				\$0.00	\$0.00	
12				\$0.00	\$0.00	
Total					\$138,640.00	

Notes:

Duly Authorized: Larry St Pierre

For Office Use:

Approved for Payment:

*[Signature]* 9/12/13

THE UNDERSIGNED HAS BEEN GRANTED  
 SPECIFIC AUTHORITY TO SIGN THIS  
 CONTRACT SUBJECT TO THE OTIS  
 ACKNOWLEDGEMENT# 864793  
 ATTACHED HERE TO AND MADE PART  
 HEREOF.



## SHORT FORM CONTRACT

**AGREEMENT** made this 12 day of September 2012, by and between **Brady Sullivan MILLWORKS II, LLC** of 670 North Commercial Street Manchester New Hampshire 03101, (hereinafter referred to as "Company"), and **CONTRACT WINDOW FASHIONS** (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work") on property Owned by Brady Sullivan Mill West, LLC, 670 North Commercial Street, Manchester, New Hampshire 03101 (hereinafter referred to as the Owner); and

**WHEREAS**, Company acknowledges that Company and Owner are affiliated business entities;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in Exhibit A, this Agreement shall control.

2. **Commencement and Completion of Work:** Contractor shall commence the Work on July 22, 2012, and complete the Work no later than September 1st 2013, time being of the essence.

**PENALTY:** If above contractor does not meet the required schedule a penalty of \$500.00 a day shall be enforced until Contractor gets back on agreed to schedule. The parties agree that the Contractor will be held responsible for any delays caused the actions or decisions of the Owner or the Owner's agents, the Company or its agents, or any Force Majeure Event as defined in Section 6. If the Contractor claims that they are delayed by such actions or decisions of the Company or Owner, Contractor shall inform the Company in writing within 24 hours of the occurrence; in response, the Company will agree or dispute the matter in writing within 72 hours of receipt of such notice.

3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit B" upon completion and acceptance of the Work by Company and Owner. Based upon applications for payment submitted to the Company from Contractor, the Company shall make progress payments on account of the Work covered and approved by Company and Owner and Owner's Bank. The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided that the Work covered by the application is approved as aforesaid and an original application for payment is received by the Company no later than the 7th day of a month, Company shall include the Contractor's application for payment in the Contractor's next application for payment to the Owner. Company shall make reasonable efforts to provide payment within 30 days of approval by Company, Owner and Owner's construction lender. No payment to Contractor shall be made unless and until a fully executed lien waiver in a form acceptable to Company is received by Company. PRIOR TO PAYMENT TO CONTRACTOR, CONTRACTOR SHALL PROVIDE TO THE COMPANY A FULLY EXECUTED LIEN WAIVERS FROM ITS SUBCONTRACTORS AND SUPPLIERS RELEASING ANY LIEN RIGHTS IN ANY WORK OR MATERIALS/SUPPLIES.

The Contractor shall receive payment from the Company in accordance with its application, provided that the Company has received the funding from the Owner, which funding shall not be unreasonably withheld by the Owner. Upon the Company's receipt of payment from the Owner, Company shall make payment to Contractor, subject to a 5% Retainage withheld by Company until final acceptance of Contractor's Work.



4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an insurance certificate from Contractor's insurer naming Company as an additional insured evidencing Contractor has commercial general liability insurance (and statutory worker's compensation insurance) in the amount(s) required by the Company in the Contract Documents for the Work assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner of the property where Contractor's Work is performed, together with their agents, representatives, affiliates, officers and directors, from all suits or claims of any kind on account of any personal injury (including property damage arising out of or occurring in connection with Contractor's Work, including claims under worker's compensation laws, but excluding claims arising out of the sole negligence of Company).
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other event (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice shall be suspended during the period of the disability provided that such party shall use all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of Rhode Island, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and comply with their provisions.
8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor which is defective or otherwise fails to comply with such codes with respect to quality of workmanship shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of Company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.
9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.
10. **Termination for Cause:** If, in the Company's sole opinion, Contractor shall: (1) fail to perform the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provisions of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against the Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other right under this Agreement, take possession of the Work and complete any unfinished or remaining Work with any necessary costs of completion to be charged against the balance of any amount(s) due under this Agreement and at the expense of Contractor.

Brady Sullivan Millworks II  
Short Form Contract

Contract window fashions  
Mill West Millworks II

11. **Termination for Convenience:** The Company may, at any time, terminate this Agreement for convenience and without cause. Upon receipt of written notice from the Company of such termination for the Company's convenience, Contractor shall:

1. Cease operations as directed by the Company in the notice;
2. Take actions necessary; or that the Company directs, for the protection and preservation of the Work;
3. Except for the Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Company's convenience, Contractor shall be entitled to receive payment for Work performed as of date of termination only if it (work performed to date) is satisfactory to Company.

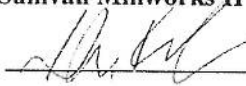
12. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. If Contractor does subcontract any portion of its work, such subcontracting shall not relieve Contractor of any of its duties and obligations under this contract. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet levied. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member, employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried out by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon Contractor unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

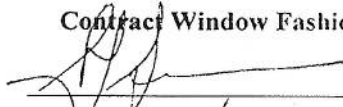
Brady Sullivan Millworks II

Contract Window Fashions

By:



By:



Title:

Project manager

Title:

member/owner

924-13





5/17/2013

Brady Sullivan Companies  
RE: Blinds / Mill West  
Attn: Larry StPierre

Based on site measurements, here are the numbers that you require:

204 - 1" aluminum blinds by Bali, units only, no common areas  
Installed.....\$18,099.00

Note: Based on outside mount measurements

Hope this helps

*Guy Guerra*

Guy Guerra

603.475.1961 - 603.218.7007 fax - GJGHD49@aol.com

## CONTRACT

*Brady Sullivan Millworks, LLC*

Location: 195 McGregor Street, Manchester, NH

PO#: 561-1081

Amount: \$12,900

Date: 8/26/2013

**AGREEMENT** made this 26<sup>th</sup> day of August 2013, by and between *Brady Sullivan Millworks, LLC*, 195 McGregor Street, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and *Control Technologies* (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 10% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall



comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole Responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

*Brady Sullivan Millworks, LLC*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Control Technologies*

By: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A:**

**Brady Sullivan Millworks, LLC Scope of Work:**

**Quotation includes:**

1. Providing one (1) J200 Web-based network controller with 34 IO module to control four (4) boilers.  
Points to be provided are: Boiler Stage #1 Output, Boiler Stage #2 Output, and Boiler Alarm Contact Input for 4 Boilers, FTR heating loop supply temp sensor, one common injection heating supply water temp from the boilers & outside air temp. Combustion air control & dampers are by others. Power wiring and 120v interlock to the individual boiler injection pumps is by others. Boiler start-up is by others.
2. Provide two (2) new MNL-800 cards to upgrade the obsolete Microzone cards in the existing Microzone controllers. Backplane boards and existing wiring to be reused. Reprogram the MNL-800 as required with the same sequences for the cooling towers.
3. Furnish one (1) Belimo 3" 3-way mixing globe valve with modulating spring return actuator for the heating side to the heat pump loop converters. Provide connection to existing backplane board AO output on MZ-1. Program to be sequenced to by-pass with an adjustable deadband before the cooling tower sequencing.
4. Provide DDC control for two (2) new HW loop pumps. Provide the following points: Pump #1 start/stop relay, Pump #1 CT status, Pump #2 start/stop relay, Pump #2 CT status. Starters provided by others.
5. Provide programming, commissioning and operational verification of sequencing. Provide graphic displays for browsing. Brady Sullivan to provide Ethernet cabling and IP address for browsing by owner PCs. Provide programming for emailing of alarms.
6. Provide engineered control diagrams and O&Ms with as-builts.

## CONTRACT

Brady Sullivan Millworks, LLC

Location: 195 McGregor Street, Manchester, NH

PO#: 561-1080

Amount: \$102,241.34

Date: 8/21/2013

**AGREEMENT** made this 21<sup>st</sup> day of August 2013, by and between Brady Sullivan Millworks, LLC, 195 McGregor Street, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Sam Mechanical (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 10% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall



comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole Responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

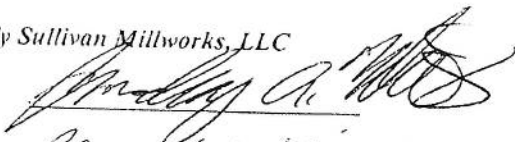
11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan Millworks, LLC

By:

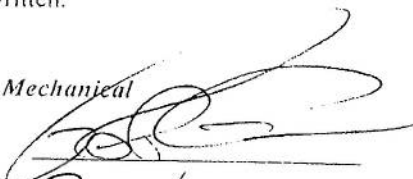
Title:

  
Property Manager

Sam Mechanical

By:

Title:

  
SM/Owner

**Exhibit A:**

**Brady Sullivan Millworks, LLC Scope of Work:**

**Project Description:**

1. Provide and install one new Fin Tube Boiler Laars MT2H 1500 Package boiler with pump.
2. Coordinate the installation with local gas company. We are expecting the gas company to bring the new meter near by the newly purposed boiler room. We've carried approximately 80 feet of welded gas mains to be dedicated for the newly proposed boiler room.
3. Rig the owner provided 3 boilers from the storage area to the newly proposed boiler room area.
4. Vent boilers as per state and local code requirements, as well as manufactures directions.
5. Provide and install makeup/combustion air systems complete with ductwork. To be interlocked with each boiler as a dedicated makeup air fan per boiler.
6. Provide and Pay all necessary fees for permitting the gas piping as well as sit any necessary inspections for approval.
7. Install 2 new taco pumps provided by owner.
8. Provide and install all necessary interconnected pipe valves and fittings in order to provide a complete operational system.
9. Provide all startup and commissioning to ensure proper operation of newly installed boiler plant complete with combustion analysis and a review of all required safety devices.
10. Provide 1-inch thick fiberglass pipe insulation of all newly installed hydronic piping.

**Increased scope of work:**

1. Revised boiler location has increased the scope of work for both Rigging purposes as well as ventilation requirements of the boilers.
2. Alternate piping design has significantly increased.
3. 2-New 400 GPM Base mounted circulator pumps.
4. New 5-inch schedule 40 supply Main Across boiler room receiving the boiler injection loop as well as supplying circulator pumps.
5. New 3-inch heat exchanger recirculation piping system installed in a rat race configuration.



6. 4 additional circuit setters/balancing valves for newly proposed boiler room piping configuration.
7. The installation of a 1 three-way mixing valve for the heat exchangers to create a By-pass to be provided by Control Company.
8. The newly proposed piping system will require a greater amount of additional pipe insulation.

TO: Kerry Murphy  
 From: Joe Dunbar



Proposal #: PR21953A  
 Addendum: R1  
 Proposal Date: August 20, 2013  
 Pages: 1 of 3  
 Bid Date:

Customer: Rokeh Consulting LLC  
 Attn: Mr. John Rokeh  
 E-Mail: jon@rokehconsulting.com  
 Address: 89 King Rd

Project: Mill West Building Conversion (Phase 2)

City: Chinchester  
 State: New Hampshire Zip: 03258-0000  
 Phone: (603) 387-8688  
 Fax:

Location: 95 McGregor St #195  
 Manchester, NH  
 Engineer: Brady Sullivan Properties  
 Owner: Brady Sullivan Properties

**TO FURNISH:**

EST. QTY.	UM	DESCRIPTION	UNIT PRICE	UM	TOTAL
LO1	1 LS	<b>PRECAST CONCRETE BOX CULVERT</b> 6' Span x 4' Rise x 200' long precast Box Culvert Underground Storage Tank; fabricated in 27 sections with butyl gasket and (2) permanent galvanized pulling hardware connections at all joints;  Heaviest pick approximately 8 tons  Exclusions: Any coatings, risers, frames & covers.  Note: First proposal was a budget estimate, but now we understand this may be an actual bid  <i>Job # C21817</i>	\$43,142.00	LS	\$43,142.00
	VF	4' Diameter risers and cone tops, if required	\$45.00	VF	
	EA	4' Diameter top slabs (H-20 Loading), if required	\$90.00	EA	
	VF	3' Diameter risers if required	\$60.00	VF	
	EA	3' Diameter top slabs (H-20 Loading), if required	\$90.00	EA	
<b>ESTIMATED GRAND TOTAL:</b>					<b>\$43,142.00</b>

9 Commercial Street, Hudson, New Hampshire 03051 Phone (603) 889-4163  
 Fax Number: Precast Sales (603) 889-0039  
 Fax Number: Shipping, Manhole Design and Engineering (603) 889-2417  
 CSI Group Web Site: [www.csigroup.biz](http://www.csigroup.biz)



Proposal #: PR21953A  
Proposal Date: August 9, 2013  
Pages: 2 of 3

**STANDARD NOTES:**

- Any and all miscellaneous hardware or metals, frames and grates, and mechanical equipment, not included specifically quoted above, will be supplied by others
- Produced by NPCA Certified Plant.

**DELIVERY:**

- Quoted material delivered to jobsite, unloaded and set in place by contractor.
- Delivery includes one hour free offloading time - trucks delayed on site will be billed at \$110 per hour.
- Clevises for connection of contractors rigging to precast supplied by CSI, clevises not returned to CSI will be invoiced.
- Rigging to be supplied by contractor.
- Delivery during normal daytime hours between 7 AM and 2 PM - oversized loads are subject to regulations which may dictate specific delivery times.
- Cancellation of deliveries not made 24 hours in advance may be subject to fee.
- Site must be accessible to 65 foot tractor and trailer moving under its own power.
- Trucks unable to be off loaded and returned to CSI loaded will be invoiced at \$110 per hour for travel and loading time.

**GENERAL NOTES:**

- 5000 PSI grey Portland cement/flyash concrete. Concrete materials (cement, sand, aggregate) are from standard CSI sources.
- Submittal drawings will be scheduled by CSI upon receipt of signed proposal.
- Submittal drawings to be stamped by a PE licensed by the state.
- ASTM A615/ASTM A185 GR 60 plain reinforcing
- Four-sided box culvert designed in accordance with ASTM C1433
- Box Culvert designed in accordance with AASHTO HS20-44
- Any approved and produced product cast and/or purchased and eliminated from scope of work will be invoiced and delivered to job site or as agreed upon with supporting documentation.
- Unless specifically noted, CSI is not responsible for cost of outside inspection services.

**INCLUSIONS:**

- \*-CSI Field Technician at job site during setting of precast bridge sections/components (1 day).

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**TERMS: NET 30 DAYS, UPON CREDIT APPROVAL**

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This proposal is valid for thirty days from the above date. All pertinent taxes will be applied unless accompanied by a tax exempt certificate. Please see reverse or attached sheet for additional terms and conditions.

The above PROPOSAL is ACCEPTED:

By: 

Date: 9-27-13

Pending award by the owner and approval of the submittals.

CONCRETE SYSTEMS, INC

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Joe Durkin, Accounts Manager (jdurkin@csigroup.com)  
Precast Products

TERMS AND CONDITIONS FOR:

Proposal #: PR21953A  
Proposal Date: August 9, 2013  
Pages: 3 of 3

**AGREEMENT:** The Buyer agrees to purchase from Concrete Systems, Inc. (Seller), and the Seller agrees to sell to the Buyer, the products set forth on the front side hereof, and the Buyer agrees to pay to the Seller the stated unit prices therefore. This Agreement is subject to credit approval. Unit prices are valid for 90 days from date of signed agreement.

**DELIVERY:** Delivery of the quantities purchased by the Buyer shall be made as set forth on the front side hereof. Shipments are based on truckloads as permitted by applicable law. When the product is sold to be delivered FOB Jobsite, the place of delivery must be accessible by truck and trailer under its own power, with maximum load; otherwise, final delivery shall be at the expense of the Buyer. When product is sold FOB Jobsite, Buyer shall furnish labor and equipment to unload trucks. Waiting time and cancellation at time of delivery will be charged at the rate of \$110 per hour, with one hour free unloading time allowed. The Buyer shall give delivery instructions within a reasonable time before shipment is to be made.

**PAYMENT:** Unless otherwise specified on the front side hereof, payment shall be due to the Seller from the Buyer thirty (30) days from the date of Seller's invoice. Invoices will be rendered by Seller on date of shipment or delivery to Jobsite. All overdue accounts will be charged interest at the rate of one and one half percent (1 1/2%) per month (equivalent to eighteen (18%) per annum. Payment of Seller's invoice in full by the Buyer is subject to the terms of this Agreement only and is not contingent upon Buyer's receipt of payment of estimates or retainages. If a cash discount is offered to the Buyer, he shall qualify for the discount and be entitled to same only if his total account with the Seller is on a current basis, and all prior invoices and any accrued interest have been paid. If at any time after acceptance of the order the financial responsibility of the Buyer becomes impaired or is unsatisfactory, the Seller reserves the right to require payment in advance of shipment or satisfactory security or guaranty that previous charges as well as future charges will be paid. Accounts over sixty (60) days will be placed on C.O.D.

**WARRANTY:** Seller warrants only that product sold to Buyer is manufactured in accordance with specifications specifically listed on the front side hereof, subject to the approval of Seller's shop drawings by the project engineer. Every claim under this Warranty shall be deemed waived unless made in writing and received by Seller within thirty (30) days of the date the defect was discovered or should have been discovered. In any event, the Buyer must commence any action based upon a breach of warranty by the Seller, within one year of the date of the delivery of the defective product by the Seller. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THE LIMITED WARRANTY SET FORTH IMMEDIATELY ABOVE. MODULAR BUILDING WARRANTY PER ATTACHED.

**LIMITATION OF REMEDY AND LIABILITY:** It is expressly understood and agreed that the Seller's sole liability for any breach of warranty or other breach of default hereunder, and the Buyer's sole remedy therefor, shall be for the replacement or repair by the Seller of any defective material, or in the Seller's sole discretion, the amount of the purchase price paid to the Seller by the Buyer for any defective product. In no event shall the Seller be liable for consequential damages, nor shall the Seller be liable or

responsible for any loss or damage suffered by the Buyer arising from or with respect to delay, interruption of business or disruption caused by Seller's inability or failure to supply the materials or product set forth on the front side thereof.

**QUANTITY:** When the Buyer requests a reduction of more than ten percent (10%) in the total quantity set forth on the front side hereof with respect to any item, the Seller may at its option increase the unit price of such item by a reasonable amount.

**DAMAGE CLAIMS:** Notwithstanding anything to the contrary set forth above, any damage to the product in transit must be noted on the delivery ticket and/or bill of lading of the truck involved, or no claim for such damage will accrue against the Seller. Unloading of the product is at the Buyer's risk and Seller assumes no responsibility for personal injury or for property damage. The Buyer will indemnify and save Seller harmless, including attorney's fees, against any claims resulting from such unloading.

**TAXES:** In addition to the prices quoted on the front side hereof, the Buyer shall pay to the Seller any and all applicable sales or use taxes.

**DELAYS AND FORCE MAJEURE:** Seller shall not be liable for any delay or default in delivering products where occasioned by any cause of any kind or extent beyond the control of Seller including without limitation, armed conflict or economic dislocation resulting therefrom, embargoes, shortages of labor, raw material, fuel, energy, production facilities or transportation, labor difficulties, civil disorders of any kind, action of civil or military authorities (including priorities and allocations); fires, floods, and accidents. It is intended that no liability shall accrue against Seller by reason of its not delivering any of the items set forth on the front side hereof, or any portion thereof, affected by any such occurrence. In event the delay caused by any of the foregoing, the time for performance shall be extended for such a time as may be reasonably necessary to enable Seller to perform. Seller at all times reserves the right to apportion its production among its customers as it may determine.

**DEFAULT OF BUYER:** Upon a default in payment by the Buyer of any amount due under this Contract, or under any other Contract between Buyer and Seller, Seller may at its option suspend performance of further manufacturing and/or delivery of the product to the Buyer, cancel the undelivered portion of this Contract, and in either event, all sums owing from Buyer to Seller shall without notice or demand become immediately due and payable. The Seller may commence an action to recover all sums due or to become due from Buyer to Seller. Buyer hereby agrees to pay all costs incurred by Seller in connection with Buyer's default hereunder, including the Seller's reasonable attorney's fees, exercise of any of its rights under this Contract shall not bar Seller from exercising its rights under any applicable lien law or other statute.

**RETURNS:** Full credit subject to a 25% handling charge will be allowed on undamaged standard manholes authorized for return via our trucks. Labor, equipment operator and/or equipment required for loading trucks are at the Buyer's expense.

**SPECIALS:** Special items not considered as standard inventory by Seller, and manufactured by Seller to Buyer's specifications or job requirements, will become the sole property of the Buyer and shall not be accepted for return after delivery. In addition, Buyer may not cancel or terminate for

any reason its obligation to purchase special items once Seller has purchased the raw materials necessary to manufacture same. In addition, in the event Seller elects to cancel any portion of this Contract under the Paragraphs set forth above, Buyer shall be liable for the purchase price of any such special item with respect to which Seller has commenced the manufacturing process.

**INSPECTIONS:** All inspection charges are for Buyer's account. All inspections shall be conducted at Seller's plant by Buyer's authorized representative. Failure of Buyer to avail himself of inspection privileges shall be deemed a waiver of same.

**FIELD REPRESENTATIVE:** Seller may at its sole discretion offer the services of its field representative upon receipt of the request from Buyer. This service is offered only on the condition that Seller shall not be deemed to have approved or in any manner to have assumed responsibility for the engineering design of the job, supervision, inspection or quality of the workmanship. IN NO EVENT SHALL THE SERVICES OR STATEMENTS OF A FIELD REPRESENTATIVE BE DEEMED A WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE SELLER'S PRODUCTS OR SERVICES.

**TITLES:** Title to the products sold hereunder shall pass to Buyer upon arrival of truck on Jobsite, but Buyer shall not have the right to divert or reassign such shipment to any destination other than that specified on the delivery ticket.

**MODULAR BUILDINGS:** See additional terms and conditions per attached.

**PRICES:** The prices set forth on the front side hereof are guaranteed for thirty (30) days from the date of this quotation unless otherwise agreed to in writing. Seller reserves the right to thereafter increase prices based upon any escalation and labor and materials costs.

**GOVERNING LAW:** This Contract shall be governed by and shall be construed in accordance with the law in force on the date of formation of this Contract in the State of New Hampshire.

**COMPLETE AGREEMENT:** This Contract constitutes the final, complete and full agreement between the Seller and Buyer. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, in any manner purporting to modify these terms or conditions, whether contained in the Buyer's Purchase form, Seller's shipping release or elsewhere shall be binding on the Seller hereafter unless made in writing. All proposals, negotiations and representations, if any, made prior, and with reference hereto are merged herein. Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other breach.

The above Terms and Conditions are accepted:

By

Date:



PD 561018

## CONTRACT

AGREEMENT made this First Day of April, 2013 by and between Brady Sullivan Millworks LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Harvey's Concrete Floor, Co. of 26 Garrison Drive Bedford, NH 03110 (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibits A & B" attached and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it has reviewed and fully understands the Contract Documents and, has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibits A & B shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project as identified in Exhibit B and shall begin no later than Monday, April 1<sup>st</sup>, 2013, time being of the essence.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibits A & B. Payment shall be made in accordance with the terms as outlined in Exhibits A & B. Contractor agrees to provide Company an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall

comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole Responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees, for One-Year, the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.
9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.
10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.
11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan Millworks LLC

By: 

Title: 

Harvey's Concrete Floor, Co. Inc

By: 

Title: 



## Exhibit A

Mill West Apartments

Location: 195 McGregor Street, Manchester, NH.

PO#: 5611018

Date: April 1, 2013

### Agreement

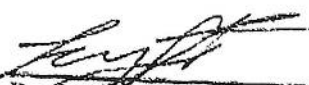
An Agreement has been made between Brady Sullivan Millworks, LLC and Harvey's Concrete Floor Co, inclusive of the project scope as outlined in Exhibits A & B (both herein attached as an integral part of the Agreement). Work to be performed at the lower level (upper and lower) slabs at Mill West Apartments 195 McGregor Street Manchester, NH. The approved compensation for the outlined scope of work below shall not exceed Ninety-Thousand Dollars (\$90,000).

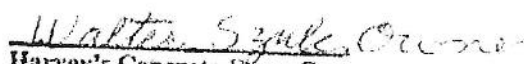
### General Requirements

- All invoices shall reference the awarded PO number as indicated at the top of this document for account tracking purposes.
- Company agrees to pay Contractor as follows:
  - \$30,000 upon completion of upper slab
  - \$30,000 upon completion of lower slab (to include PSNH Room)
  - \$30,000 Thirty (30) Days subsequent to completion of lower slab
- All the Contractor's employees must sign their own name on a daily supplied sign in sheet to be provided to the GC by 9 AM each day.
- Contractor shall comply with all State, Local, and Federal codes.
- Contractor shall hold current New Hampshire Contractor's License (if required).
- Contractor shall supply all necessary equipment and materials to conduct their job.
- The contractor shall maintain a safe working environment while working on-site to meet OSHA requirements. The job site is considered a hard hat area, the contractor's employees and third party contractors must wear hard hat and respirator protection at all times while on-site. The Contractor must also comply with any and all OSHA Regulations to include 1910-120, as the site is listed as being Environmentally Contaminated.
- No smoking or music is allowed on the job site. Food and beverages are allowed in designated areas only.
- The contractor must carry at least \$1,000,000.00 general liability insurance, workers compensation, and comprehensive automobile insurance and must submit a copy to the GC.
- All dumpsters for the work are to be provided by the Company. Contractor agrees that no hazardous materials or debris of any kind shall be dispensed of in any dumpster provided by the Company.

### Supplementary Conditions

- Contractor shall be responsible for all associated costs in obtaining Building Department approval/permitting (if applicable). All applicable work areas are to be left neat and clean, and all materials are to be disposed of in a safe and legal manner.
- Contractor is NOT responsible for existing grade prior to pouring concrete. As a result the thickness of slab will vary do to the inconsistent grade

  
Brady Sullivan Millworks, LLC  
Date: April 1, 2013

  
Harvey's Concrete Floor Co.  
Date: April 1, 2013

11.5

Exhibit B

Harvey's Concrete Floor Co.  
26 Garrison Dr  
Bedford, NH 03110  
603-472-3111

<u>Total</u> <u>Description</u>	<u>Job</u>	<u>Total</u>
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Labor & All Materials

Brady Sullivan Millworks, LLC  
Mill West Lower Level Building  
195 McGregor Street  
Manchester, NH

**Upper section**

Approximately 23,493 Sq. Ft.

<b>Total Upper Level Price</b>	<b>\$38,000</b>
Concrete for 3 inches thick slab	
Contractor is NOT responsible for existing grade prior to pouring concrete. As a result the thickness of slab will vary do to the inconsistent grade	
Fiber Mesh	
Bull Float Finish	Included
Saw cut every third post and three times down the long way	
Pump truck as needed	
3000 psi concrete	Included

**Lower section to include room referred to as the PSNH Room**  
Approximately 28,657 Sq. Ft.

<b>Total Lower Level Price:</b>	<b>\$52,000</b>
Concrete for 4 inches thick slab Contractor is NOT responsible for existing grade prior to pouring concrete. As a result the thickness of slab will vary do to the inconsistent grade	
Fiber Mesh	
Smooth Finish	Included
Saw cut every other column three times the long way	
Pump truck as needed	
	Included

**Winter Service**  
Concrete winter service charge for both slabs include in price

<b>Total All-In Labor &amp; Materials Price for Upper &amp; lower Sections</b>	<b><u>\$90,000</u></b>
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**Terms of Payment:** 1/3 Third (\$30,000), upon completion of upper slab  
1/3 Third (\$30,000), upon completion of lower slab  
1/3 Third (\$30,000), Thirty (30) Days subsequent to completion lower slab



## CONTRACT

### *Millwest*

Location: 195 McGregor Street, Manchester

PO#: 5611093

Amount: \$37,500.00

Date: 08/17/2013

**AGREEMENT** made this 17<sup>th</sup> day of August 2013, by and between Brady Sullivan Millworks II, LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Marc R. Dube, (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall

comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

Brady Sullivan Millworks II, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Marc R. Dube

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR



**Millwest**

Location: 195 McGregor Street, Manchester

PO#: 5611093

Amount: \$37,500.00

Date: 08/17/2013

**Exhibit A:**

**Scope of Work:**

Per proposal/estimate dated 8/17/13

Millwest

Manchester, NH

Proposal for Distribution and Installation of \*\*100 Units at Millwest in Manchester, NH

TOTAL - \$37,500.00 = \$375.00 / Unit

Proposal / Estimate / Cabinet Distribution and Installation

8/17/13

Marc R Dube  
605 Belmont St  
Manchester, NH 03104  
603 703 3107  
nhcabinets@live.com

Brady Sullivan  
670 Commercial St  
Manchester, NH 03101  
603 622 6223

C/O MillWest  
Manchester, NH

Proposal for Distribution and Installation of \*\*100 Units at Millwest in Manchester, NH

TOTAL - \$37,500.00 = \$375.00 / Unit



CONTRACT

PO# 5011097 FGF

*Beatty Sullivan*  
**AGREEMENT** made this 1st day of October, 2013, by and between Millworks II LLC 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Construction Network Services (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibit A-i shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project build-out.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole



responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.


EXECUTED in duplicate as of the day and year first above written.

*Publicly Solicited*  
Millworks II, L.L.C.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Construction Network Services

By: 

Title: President

## **A-1 SCOPE OF WORK**

Contract awarded for the amount of \$26,735.00

### **Scope**

- Provide shop drawing for steel fabrication and erecting
- Provide all staging and materials to complete steel erection
- Provide all necessary labor to keep up with job schedule

### **GENERAL NOTES**

- ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC
- CONTRACTOR SHALL COMPLY WITH LOCAL,STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP,AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL PPE IS REQUIRED AT ALL TIMES WHILE ON SITE ( HARD HATS,SAFETY GLASSES.SAFETY VEST)



## CONTRACT

### *Millwest*

Location: 195 McGregor Street, Manchester

PO#: 5611070

Amount: \$117,600.00

Date: 11/10/2013

**AGREEMENT** made this 10<sup>th</sup> day of November 2013, by and between Brady Sullivan Millworks II, LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Universal Decor, (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 10% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall



comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

*Brady Sullivan Millworks II, LLC*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Universal Decor*

By:  \_\_\_\_\_

Title: *Owner* \_\_\_\_\_

EXHIBIT A

**UNIVERSAL DÉCOR SCOPE OF WORK**

TOTAL CONTRACT AMOUNT = \$117,600.00

**DESCRIPTION**

- PROVIDE LABOR TO INSTALL ALL TRIM THROUGH OUT 3<sup>RD</sup> AND 4<sup>TH</sup> AND LOWER LEVEL
- PROVIDE LABOR TO INSTALL ALL DOORS IN UNITS ON THE 3<sup>RD</sup> AND 4<sup>TH</sup> AND ALSO IN LOWER LEVEL
- PROVIDE LABOR TO INSTALL ALL KNEEWALL BRACETS FOR GRANITE

**GENERAL NOTES**

- ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC
- CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP, AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL PPE IS REQUIRED AT ALL TIMES WHILE ON SITE ( HARD HATS, SAFETY GLASSES. SAFETY VEST)



CONTRACT

PO# 5011097 FGF

*Becky Sullivan*  
**AGREEMENT** made this 1st day of October, 2013, by and between Millworks II LLC 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Construction Network Services (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibit A-1 shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project build-out.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole



responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

*Bartholomew Sullivan*  
Millworks II, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Construction Network Services

By: *[Signature]*

Title: President

RECOMP ADJUSTMENT PROCESSED THIS PAY PERIOD  
LEAVE ADJUSTMENT PROCESSED THIS PAY PERIOD  
REMARKS/MESSAGES: QUESTIONS? CALL HR/PAY HELPDESK 1-866-411-4372 OPT 2 OR EMAIL HRPAYHELP@EPA.GOV  
EMPLOYEE IS RESPONSIBLE FOR VERIFICATION OF PAY, DEDUCTIONS, AND LEAVE.

THIS REPORT CONTAINS INFORMATION SUBJECT TO THE PRIVACY ACT OF 1974 AS AMENDED

## A-1 SCOPE OF WORK

Contract awarded for the amount of \$26,735.00

### Scope

- Provide shop drawing for steel fabrication and erecting
- Provide all staging and materials to complete steel erection
- Provide all necessary labor to keep up with job schedule

### GENERAL NOTES

- ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC
- CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP, AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL PPE IS REQUIRED AT ALL TIMES WHILE ON SITE ( HARD HATS, SAFETY GLASSES, SAFETY VEST)



## CONTRACT

**Millwest**  
 Location: 195 McGregor Street, Manchester  
 PO#: 661125  
 Amount: \$18,650.00  
 Date: 11/15/2013

**AGREEMENT** made this 15<sup>th</sup> day of November 2013, by and between Brady Sullivan Millworks II, LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Vermont Recreational Surfacing & Fencing, Inc., (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 0% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall

comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

*Brady Sullivan Millworks II, LLC*

*Vermont Recreational Surfacing & Fencing, Inc.*

By: \_\_\_\_\_

By: *Charles W. [Signature]*

Title: \_\_\_\_\_

Title: *Corporate Secretary*



Exhibit A:

Scope of Work:

Per attached Proposal Dated November 9, 2013 for the Fencing and Guardrail at the Millwest project located in Manchester, NH for the amount of \$18,650.00

## Proposal

PO# 561125

Vermont Recreational  
Surfacing & Fencing, Inc.  
PO Box 147  
Barnet, VT 05821

Phone: 603-638-2738  
Toll Free - 800-639-8071  
Fax: 603-638-4158  
Email: vtreenh@gmail.com

Date: November 9<sup>th</sup>, 2013 Phone: 603-38-8688

Submitted to: Larry St. Pierre  
Brady Sullivan Millworks  
670 North Commercial Suite 303  
Manchester, NH 03101

Job: Fencing & Guardrail @ Manchester, NH Retaining Wall

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

### Fencing

- Supply and install 450LF of 6' high all black vinyl chain link fence
- Fence to have 3" terminals, 2-1/2" lines and 1-5/8" top rail with bottom tension wire
- Fabric to be 2" x 9 gauge core, class 2B black vinyl wire
- Fence to be braced on ends and corners
- No Gates
- All SS40 piping
- All posts to be driven
- Price \$9,900.00

### Guardrail

- Supply and install 450LF of steel beam guardrail with steel posts.
- Ends of guardrail shall consist of end buffers
- Price \$8,750.00

All material is guaranteed to be specified and the above work to be performed in accordance with the drawings and specification submitted for above work and completed in a substantial workmanlike manner:

Respectfully Submitted: Stephen Shattuck  
Stephen Shattuck

The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified.

### No Retainage

Payment due within 30 days of invoice

Acceptance of Proposal

Signature



Date: 11-10-13

Payments must be made within 30 days from invoice date. An annual finance charge of 18% will be charged on all invoices over 30 days. You will also be responsible for any collection fees that may occur should the account become delinquent



## **Magoon, Molly**

---

**From:** Marc Pinard <mpinard@bradysullivan.com>  
**Sent:** Wednesday, August 05, 2015 5:09 PM  
**To:** Magoon, Molly  
**Subject:** Brady Sullivan Information Request - 195 McGregor Main Building 2 of 3  
**Attachments:** 3129\_060.pdf

Second of 3.

Marc A. Pinard, Esq.  
General Counsel  
Brady Sullivan Properties, LLC  
670 N. Commercial Street  
Manchester, NH. 03110  
Direct Line: 603 657-9715  
Cellular: 603 231-1289  
Fax: 603 622-7342

NOTICE: This email (including any attachment) is covered by the Electronic Communications Privacy Act, 18 USC 2510 et seq. and is CONFIDENTIAL. The legal advice and work product are PRIVILEGED and intended only for disclosure to or use by the person(s) listed above. If you are neither the intended recipient(s), nor a person responsible for the delivery of this intended recipient(s), you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify me immediately by using the "reply" feature or by calling me at (603) 657-9715 and then immediately delete this message and all attachments from your computer. Thank you.

**From:** jeffersonmillscanner@gmail.com [mailto:jeffersonmillscanner@gmail.com]  
**Sent:** Wednesday, August 05, 2015 4:04 PM  
**To:** Marc Pinard <mpinard@bradysullivan.com>  
**Subject:** [2/3]Attached Image